

# Exhibit B

PHARMACIA CORPORATION

POWER OF ATTORNEY: SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Subject to paragraph 7 below:

- a. That Pharmacia Corporation, a corporation organized and existing under the laws of the State of Delaware ("Pharmacia"), has made, constituted and appointed and by these presents does make, constitute and appoint Monsanto Company, a corporation organized and existing under the laws of the State of Delaware ("Monsanto"), its true and lawful agent and attorney, for Pharmacia and in Pharmacia's name, place and stead, for all purposes with respect (i) to Pharmacia's rights, duties and obligations under and in relation to the Legacy Tort Claims, Legacy Sites, Certain Waste Sites and the Shared Sites as necessary to enable Monsanto to fulfill its duties and obligations under the Settlement Agreement, dated as of February 28, 2008, between Solutia Inc., Monsanto and SFC LLC (the "Settlement Agreement") and (ii) to Pharmacia's rights, duties and obligations under and in respect to the liabilities for which Solutia is providing Pharmacia an indemnity pursuant to the Indemnification Agreement dated February 28, 2008 (the "Pharmacia Indemnity") to the extent Monsanto is liable to Pharmacia under the Separation Agreement for such liabilities (the "Pharmacia Indemnity Liabilities"); and its attorney shall have full power and authorization to take all action with respect to the Legacy Tort Claims, Legacy Sites, Certain Waste Sites, the Shared Sites and the Pharmacia Indemnity Liabilities as Pharmacia can take and which said attorney, acting through its officers or their delegates, who in each case, acting alone, in his or her sole discretion, think best, hereby giving and granting to Pharmacia's said attorney full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premises as fully to all intents and purposes as Pharmacia might or could do, hereby ratifying and confirming all that its said attorney may do pursuant to this power.
- b. Pharmacia hereby gives and grants to its said attorney from and after the date hereof, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premises, in order fully to carry out and effectuate the authority herein granted, as fully to all intents and purposes as Pharmacia might or could do if acting through its own officers or delegates, and Pharmacia hereby ratifies and confirms all that its said attorney may do pursuant to this power.
- c. Pharmacia hereby acknowledges that this power is coupled with an interest and hereby directs that, to the extent authorized or permitted by applicable law, this power of attorney shall not be affected by any merger, reverse merger, consolidation or Possible Disposition or other change in ownership of Pharmacia or Monsanto. It is Pharmacia's intent that the authority conferred hereby shall be

exercisable notwithstanding such corporate changes and that this power of attorney shall, if permitted by applicable law or applicable contract be irrevocable. In the event applicable law in effect at or any time after the execution of this instrument does not authorize or permit the foregoing direction to be effective, and if at any later date, applicable law changes (whether by amendment, court decision, or otherwise), then Pharmacia directs that the foregoing provisions shall thereafter become applicable.


2. Notwithstanding paragraph 7 below, all persons dealing with Pharmacia's said attorney shall be protected in relying upon a copy of this instrument and shall be protected in relying upon the written certificate of Monsanto as to the identity and authority of its officers and their delegates, and/or as to whether any of the persons authorized to act hereunder is unavailable so to act, so as to authorize some other person to act hereunder, and Pharmacia hereby declares that as against it and all persons claiming under it everything which its attorney shall do or cause to be done pursuant hereto shall be valid and effectual in favor of any person claiming the benefit hereof who at the time of the doing thereof shall have relied on any such certification made by Monsanto. If required by applicable law or if Monsanto desires for any reason to do so, an executed copy of this Power of Attorney shall be filed for record with any Governmental Authority or such other place as required by law or where Monsanto thinks best. Pharmacia authorizes Monsanto to make all such filings.
3. Pharmacia hereby further authorizes and empowers its said attorney to substitute and appoint in the place and stead of its said attorney, or to employ agents or sub-agents as Monsanto thinks best, one or more attorney or attorneys to exercise for Pharmacia as its attorney or attorneys any and all of the powers and authorities hereby conferred; and to revoke such appointment or appointments from time to time, and to substitute or appoint any other or others in the place of such attorney or attorneys as Monsanto shall from time to time think fit.
4. All references in this document to "its attorney" or "its said attorney" or "its true and lawful attorney," or similar designations shall refer to Monsanto and each and every person to whom Monsanto delegates such power and also to each and every substitute or successor attorney-in-fact appointed under the terms of this instrument as herein provided.
5. All references in this document to "Governmental Authority" shall mean any federal, state, local, foreign or international court, government department, commission, board, bureau, agency, the New York Stock Exchange, or other regulatory, administrative or governmental authority.
6. Unless otherwise defined in this Power of Attorney, all defined terms in this document shall have the meaning assigned to such terms in the Settlement Agreement.
7. Notwithstanding the appointment by Pharmacia of Monsanto as Pharmacia's agent and attorney as provided in paragraph 1 above, Pharmacia and its said attorney agree that Pharmacia shall have the right, in its sole discretion, to revoke this Power of Attorney, by

delivering written notice to Monsanto upon any material breach by Monsanto of its commitments, duties or obligations to Pharmacia under any of (i) this Power of Attorney, (ii) the Settlement Agreement, or (iii) the Separation Agreement, dated as of September 1, 2000, as amended, by and between Pharmacia and Monsanto.

8. This instrument may be executed in any number of counterparts, and all of said counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1/24/08  
day of January, 2008.

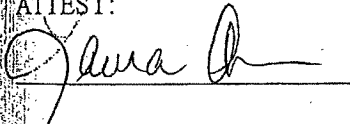
PHARMACIA CORPORATION



By: Stephen D. O'Sullivan

Title: General Counsel, Pharmacia Corporation

ATTEST:

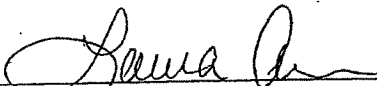


STATE OF New York

COUNTY OF New York

On this 24th day of January, 2008, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Stephen D. O'Sullivan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in New York, the day and year last above written.

  
Notary Public in and for said County and State

My Commission expires:

May 8, 2011

**LAURA ALEGRE**  
Notary Public, State of New York  
No. 01AL4950631  
Qualified in BRONX County  
Commission Expires MAY 8, 20 11